



Correspondence
reporting as attached
under exigent
circumstances.



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Queued 6:10 PM
to cleveland.cv ^



From James E. Horton • jaakovos@gmail
.com

To cleveland.cv@ic.fbi.gov

Date Mar 7, 2020, 6:10 PM

To whom this may concern (Intake):

Please excuse me if this correspondence (at first) seems inappropriate. I am aware you do not display email address on your current, public webpages. Today, while planning to correspond, with this same purpose, via the Electronic Tip Form, I discovered your email address per accident. Urgently, I have need



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I reasonably suspect mail tampering of a letter of information mailed to your field office. PLEASE BE ADVISED: The mailing sent 03052020... may VERY POSSIBLY BE TAMPERED and, precariously, MISREPRESENTATIVE of my INTENT maliciously in conspiracy to commit false prosecution retaliatory (as further RICO VIOLATIONS) and FOUL PLAY.

I most certainly know I am being targeted by an organized crime conspiracy with a proven motive. (Please see attachment for relevant information.)

For quite some time, I have been attempting to report some of its joindered crimes by its network of colluders. Unfortunately, per my experiences, it also continually involves mail fraud, tampering and theft. It also involves extreme abuses of electronic surveillance with intent to obstruct justice and my fundamental rights to address.

On 03052020, I reattempted with an additional complaint of reasonably suspected mail fraud involving letter to your field office. I have also mailed a complaint to the Inspector



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I reasonably suspect fraudulent mail tampering of a letter of information mailed to your field office. (Please see attachment for information.) The clerk charged me \$20.38 at the same UPS Store location. He claimed the exorbitant price for requested "Signature Required" service. The receipt did not account for any itemization of the charges. It was vague. It only recorded "ground commercial" service. Also, the clerk took my envelope, just after I prepared it, without adequate sealing (I thought it would be common-sense to complete while applying postage.)

Since, at same location, I received a report of confirmation of the previous delivery to the postmaster in VA, I non-paranoidally decided to trust him. Furthermore, I am under extreme overburden by a multitude of procedural and other harassments and commotions – too many to meticule over every accumulative detail.

After leaving, I researched further about UPS terms. I realized reasonable suspicions concerning this transaction. I am too overburdened by time-constraint to explain them; I am confident that my attached information will corroborate to justify my reasonably cautious and relevant suspicion.

Wherefore, please receive the attached



Wherefore, please receive the attached digital copy of my actual mailing. Furthermore, I just requested redirection of the delivery back to the sending business to retrieve it without the possible harm of falsified tampering or interception by pernicious enemies to my lawful actions. Management communicated promise to effect my request on the next business day of Monday, since today is Saturday and shipping offices are closed. He claimed incapacity to document transaction of this request until contacting to process it. I did, however, audio record the conversation being party myself. Please, also, maintain attention to its possible delivery expected to be by Friday (03142020) with memory of my preemptive information. In the event that the delivery arrives by UPS inconsistent with the attachment hereto, it was criminally tampered during delivery.

Thank you,
James E. Horton (Birthname on record)



200305Cr...2020.pdf





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[View security details](#)

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Reply



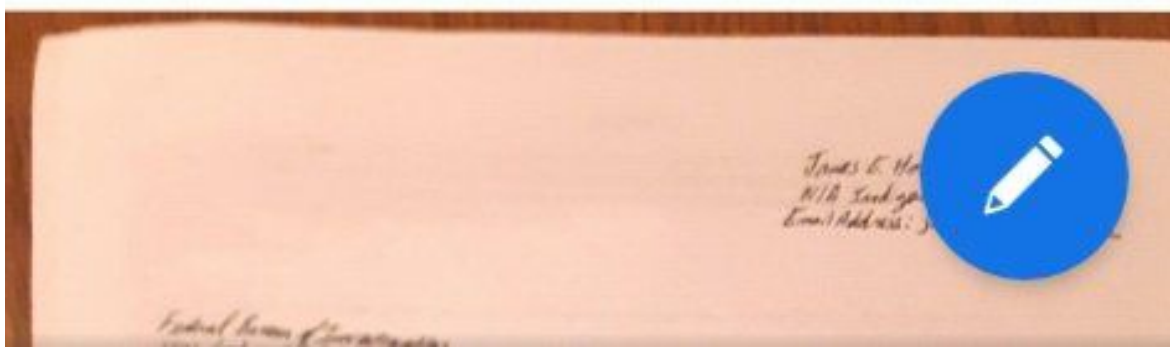
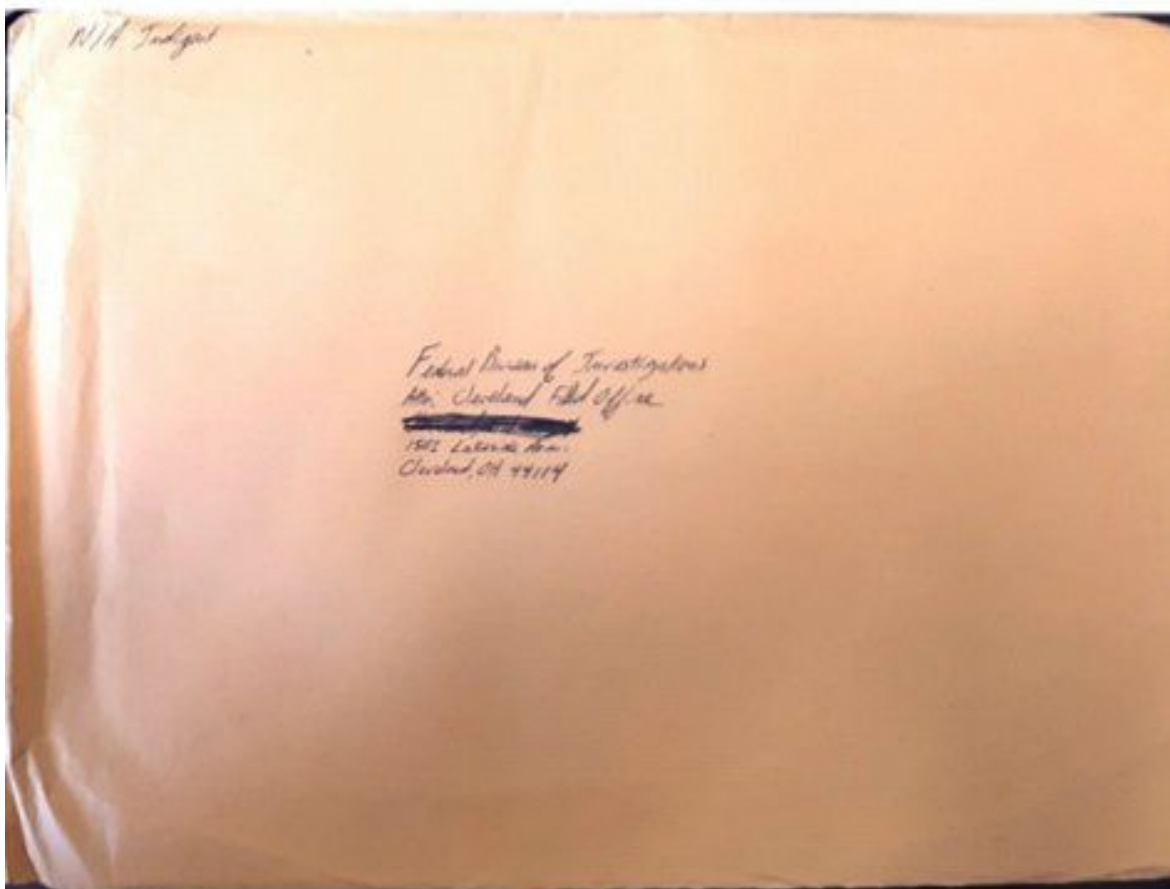
Reply all



Forward



1



James E. Huston
R/L's Suck up
Email Address: jehustons@gmail.com

Federal Bureau of Investigation
1001 Lathrop Ave
Portland, OR 9714
I share this copy with you.

On 08/12/2020, I reported portions of the attached information via the FBI's online tip form. I selected "Ohio" for region. Limitations of content precluded report as thoroughly intended. Therefore, I am, hereby, corresponding to report full intent in letter by mail.

P.S. I am, hereby, attempting to send information again due to the following:
On 08/12/2020, I attempted making of information at a post office where located inside, and attached by a giving item at: 1001 Lathrop Ave, Portland, OR 9714. I paid for mail, but staff probably attempted to interfere with this post as not right and tampering.
The female customer was a employee indicated between threats to prove they paid a price to myself personally during transaction. (I have experienced stating, having surveillance by an employee "plant" working with management for the nation's personal attention. He had obtained my preparation of the mailing in the morning over.) During her conversation, obstructing, she omitted full address to the Cleveland Field Office. Her act was clearly not by error, but intent in some conspiracy reported to prison prison. Just prior, immediately upon my arrival to the service line, with a long line and thirty-five minutes before that, she was called to an observation and, inappropriately, to meet back for a conversation in meeting in a private office (which showed with time delay and waste).
Since recently suspicions of a conspiracy to commit mail fraud and theft, I also reported via the F.B.I. Internet Complaint system shortly thereafter. I do, however, intend to correspond directly to the Cleveland Field Office. Furthermore, I left a message relayed said suspicions by phone at (216) 522-1000 for attention to this situation. I requested to send my message.

Date:

Thank You,
James E. Huston
James E. Huston

INFORMATION

I am, hereby, reporting crimes: Criminal Record Tampering, destroying evidence, Conspiracy to Commit Unconstitutional Infractions, various heinous crimes of Racketeering (RICO Violations) and all types of Foulplay. I am certain that same acts are retaliatory malicious toward the innocent, potential witness.

INFORMATION

2

I am, hereby, reporting crimes: Criminal Record Tampering, destroying evidence, Conspiracy to Commit Unconstitutional Infractions, various forms of Racketeering (RICO Violations) and all types of Foulplay. I am certain that same acts are retaliatory-malicious toward this innocent, potential witness.

I do not have time (overburdened) to prepare original averments; documentary citations should be self-explanatory.

Email Correspondence with Stark County Court of Common Pleas Clerk

From: Ferna Pileggi

fpileggi@starkcountyohio.gov

To: Me

Date: 12/31/2019 11:45 PM

I spoke with my supervisor. We don't usually make a copy of the sheet with someone's name on it. I did photocopy it and enclose it for you.

Ferna Pileggi

Deputy Clerk

(330) 451-7796

From: Me

To: fpileggi@starkcountyohio.gov

Date: 01/01/2020 8:34 PM

Thank you for your response. I appreciate the query report of case numbers associated with same name as mine. It was helpful toward my objective.

Since "Personal papers and effects have been illegally seized and stolen (by conspirators colluding in misconduct)," I need to identify specific case pertinent for recovery of my personal records. Could you please inform, by reply, of which cases (of either 2001JCV116343, 2001JCR120041, 2003DR00063 or 2003JG011286) also mention one Marie Brosky or Marie Beaver as party? Thank you.

From: Ferna Pileggi

fpileggi@starkcountyohio.gov

To: Me

Date: 01/02/2020 7:23 AM

Mr. Horton,

This department only applies to the DR and JCV cases. DR cases are public record and your case (2003DR00063) does not refer to Marie Brosky or Marie Beaver. As to the JCV case (2001JCV116343), it is not public record so I cannot give you any information. If you are in town, please come in with your picture ID and we will give you any info you want. If you are out of town, please make a copy of your driver's license and have it notarized and send it to us with your request.

As to the other cases:

2001JCR120041 ♦ Call the Juvenile Criminal Department at (330) 451-7757

2003JG011286 ♦ Call the Civil Department at (330) 451-7796

From: Me

To: fpileggi@starkcountyohio.gov

Date: 01/09/2020 7:25 PM

I am certain, living my life, that there was a DR case pending 1999 through 2004 approximately! Marie Brosky was party. During, her name changed to Beaver. It involved custody of one Tia Horton. The others are her juvenile delinquency cases while in custody of the former, and an African-American foster family who harassed me for non-entitled child-support. What is the number of this custody case requested? Also, please provide, by reply, summary information of 2007030022.

If the case described with my request does not exist, there conspicuously has been criminal record tampering and destruction. I do have proof of organized crime motive. It has been a recurring problem in my matters from these organized criminals colluding with infiltrated.

What is this number. What is 2007030022, a separate case about? I expect obligatory answer!

From: Cathy Allen

CMAAllen@starkcountyohio.gov

To: Me

Date: 01/09/2020 7:51 AM

Any questions regarding this case please contact Stark County Family Court (2007030022) ♦ Any further questions you can contact me at 330-451-7792. Thank you -Cathy-

From: Ferna Pileggi

Sent: Thursday, January 09, 2020 10:41 AM

To: Cathy Allen

Subject: FW: Searching James E. Horton

Cathy,

Please read all of the emails. He sent the latest one and I don't know what to answer. Thank you, Ferna.

On Thu, Jan 2, 2020, 7:23 AM Ferna Pileggi <fpileggi@starkcountyohio.gov> wrote:

(Pileggi sent, by reply, above emails to Cathy Allen.)

From: Me

To: CMAAllen@starkcountyohio.gov

Date: 01/09/2020 9:59 PM

Hello,

I have been redirected with my inquiries. For clarity, do you work for the Stark County Court of Common Pleas? A search of its website was without results. If so, what job description do you have?

In my situation communications need to be by email. I am extremely time-consuming by various malicious, procedural harassment and obstructions. It is not practical to attempt phone calls. Email is available for efficient, convenient correspondence in matters.

From: Cathy Allen

CMAAllen@starkcountyohio.gov

To: Me

Date: 01/10/2020 6:08 AM

Yes, I work for Stark County Clerk of Courts, family court division. [Concluded]

Below is content of a Petition for Writ of Mandate prejudiced by District Court of California. Subsequently, the Supreme Court procedurally (really) on challenging Petition for Writ of Review denying its delivery. I have postal tracking proof that it was delivered.

By my experiences, I have reason to know that some of these involved conspirators are members of an "Attorney Unit" criminally colluding, with all public official parties covering themselves on these matters internally. This anomalous "Attorney Unit" is mentioned within

Content cited from said petition:

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA, THIRD APPELLATE DISTRICT. Superior Court file: 15-4705, 13-3628, 13-2385, 14-1219 Court of Appeals file: PETITION FOR WRIT OF HABEAS CORPUS AND MOTION TO JOIN FEDERAL CASES FOR ORDAINARY RELIEF. TOPIC 50 INCLUDE OF THE COURT OF APPEAL THE STATE OF CALIFORNIA, COUNTY OF YOLO, THIRD APPELLATE DISTRICT.

WHEREFORE, hereinafter Petitioner, James E. Horton, moving this Court file 1. Immediately stay all proceedings on primary case due to case 13-6705 until further order of this Court of Appeal. 2. Issue peremptory writ of mandate commanding Respondent Court to turn over its long postponed and long delayed case to exchange because of denied Petitioner's fundamental rights to speedy Trial and Due Process.

Case 3. Join federal cases named herein as caused by Extraordinary filed together with primary case. Immediately stay all proceedings on each, and issue writ peremptory writ of mandate commanding Respondent Court to dismiss all other respective charges (13-3628, 13-2385, and 14-1219).

12. It is determined that prosecutorial conduct against Petitioner with intent to abuse and Any such other defendant's inappropriate conduct. STATEMENT OF FACTS: Three years and seven months ago, prosecutorial action (still pending) was initiated against Petitioner, James E. Horton, Public Official. Together have committed the following actions (both in court and out of court colluding):

- The first case (case 13-3628) amongst Malicious series of Prosecutorial Harassments initiated 06/24/2013 charging violation of "Resisting Arrest" immediately post arraignment. Public defender (Ron Howard) overzealously and inexplicably raised Unreasonable and Malicious Doubt of Petitioner's COMPETENCE TO STAND TRIAL, during open pretrial conference. Howard based Doubt raised solely on police report without adequate consultation due per statutory Duty, respective to an Attorney's Oath. Furthermore, during same hearing, Public Defender requested to Fast Track? said case as he verbalized according to local procedure invented as termed (at least at current time). Procedure (anomalous and arbitrary) was granted upon his request. It prejudiced fundamental Due Process Rights prima facie; therefore, in response, Petitioner filed a Faretta motion raising issue of Substantial Conflict Inevitable due to Incompetent and Ineffective Counsel by the Public Defender's Office. Court granted, upon second Faretta motion, Waiver of Counsel and Self Representation on 02/24/2014. Since Waiver of Counsel, Petitioner filed pretrial motions (timely and proper with full merit) defending that prosecution lacked probable cause upon a pretrial, malicious, false arrest. These were prejudicially denied. Court maliciously continued pursuing wrongful prosecution. Petitioner continued challenging prejudicial errors and demands per case is still pending.

- Subsequent to this first arraignment, an overhauling series of actions began. Four additional, fictitious charges initiated. At respective arraignments, Counsel was appointed for three of them (Cases 13-2385, 14-1219 and 14-4457).

- During pendencies, appointed counsel orally motioned for another anomalous procedure for all these subsequent cases together which Judge Daniel Maguire agreed to and ordered. Said to be "trialing?" but not pondered, all cases versus Petitioner were made to be scheduled consecutively and concurrently on the docket. As a result, all hearings were scheduled for all cases simultaneously. Scheduled hearings, actually, were discriminatorily truncated with obstructive effect. Throughout, Maguire continually prejudiced Petitioner's time to Due Process procedure to be heard on matters for even first case while others were postponed and said to be "trialing?" as aforementioned. Ironically, abusing discretion, he rationalized clearing "Interest of the time of the court?" with an "Overburdened docket." Contrarily, Petitioner continually argued, court Maliciously discriminated against him when considering same basis.

- Subsequent case, 13-2385 also initiated by the West Sacramento Police Department upon first contact on 10/07/2013, Petitioner, in said, was charged with illegal scavenging for taking one bottle from a garbage can. On 05/05/2014, Petitioner appeared in Department 7 (at old court house in Woodland) of Criminal Court before Judge Maguire for hearing upon Motion to Dismiss in first case (13-3628). Suddenly, in open court, judge agreed proceeding by presenting unexpected Petitioner with the addition of the case to the Criminal Court docket. Judge called Public Defender, Karen Soak present for other cases in same day's docket, to the bench since appointed at pretrial conference in case numbered 13-2385 on 04/02/2014. The incompetent, arbitrary request of said public defender. Respondent court grossly abused discretion granting invented procedure that Due Process for said case "trial?" case, 13-3628. Thereby, in effect, Due Process in subsequent case was postponed until completion of first case. Otherwise, court treated case as if pondered in arre within minutes recorded, and yet, severely, for each case Counsel's request was without consent of Petitioner and without consultation. Consequently, procedure on it has thus far been totally rejected, then deprived? preponderated on by public officials. Meanwhile, minutes for each proceeding are recorded severely for all case dockets simultaneously as scheduled concurrently (as if pondered without relevant nexus) and with inadequate time for oral hearing procedure imposed gross procedural anomaly, unjustified.

- Case 14-1219 involved charge of a camping infraction. Facts of incident upon which citation was based include: 1) Circumstantially, He sat under an overhang to escape rain (on said date) with unprotected case files and work product on his person. He informed the Officer of these occupational facts during an investigatory stop. Still, the officer, irrespective of Totality of Circumstances, cited. Prejudicially.

This case also was transferred in error to Department 7 of Criminal Court by anomalous procedure. Actually, (by malicious incompetence) his arraignments were not. As reflected by Minutes within Case summary report, an arraignment as scheduled scheduled in Traffic Court for 02/26/2014 was rescheduled recorded in minutes to be "trialing?" as parts and out of court, to earlier date of 02/24/2014 in Criminal Court, Department 7 (at old court house in Woodland) and transferred to Judge Maguire. Petitioner appeared on same date as scheduled for Trial Setting Conference in first case, 13-3628. He was suddenly presented unexpectedly with the addition of the case to the Criminal Court docket two days prior to its actual, original arraignment in Traffic Court. Petitioner was then spontaneously arraigned. He pled not Guilty. Public Defender was appointed. At Pre-Trial Conference on 04/29/2014, per request of Public Defender granted in error, said case was moved to dockets of "trialing?" cases as aforementioned (contrary to Petitioner's stated desires for defense). Case is still pending, "trialing?" and rejected.

- Anomalous procedure motioned for allowed grossly prejudiced Petitioner prima facie. By such gross abuse of discretion, Due Process has been grossly denied. Petitioner expressed contrary desires during very few inadequate consultations with counsel. Furthermore, although cases subsequent were repeatedly vacated (unjustified) as "trialing?" still records (Minute Sheets and Case Summary Reports) falsely reflect "Matter Heard?" for hearings in such records. Thereby, cases have compounded together to Overburden simultaneously. Above also constitutes extreme Abuse of Legal Process violating petitioner's Speedy Trial and Trial Rights. Repeatedly, both to counsel in meeting and in open court, he has raised discrepancy about these acts of Procedure Malconduct and Harassment. Continually, he has been prejudicially ignored on issue. Court has responded only incrementally more and more Malicious and Retaliatory.

- During pendencies, Court obligated Petitioner to attend total of 40 pretrial hearings and 3 days of 11 trial for which sentence hearing and judgement are delayed. The trial is not concluded. Hearings have resulted in a long train of blatant prejudicial demands lying in the face of Constitutional Rights.

- Since commencement, Petitioner successfully raised issues of substantial conflict due to ineffective counsel complicity, extreme in adequate defense violating attorney-client privilege and Attorney's Oath and right to waive counsel. Therefore, court granted right to self representation in all cases during one hearing on 10/27/2015 upon reasoning above herein. Filed for competent counsel reconsidered assertion of right? Petitioner is now joined.

A case, 14-4487 initiated by Woodland Police Department alleging violation of PC 7 415(1). Facts are that a Corporal tasked Petitioner by blocking entrance to Police Station rebelling against his intent to acquire a citizen's complaint form concerning prior misconduct. Said case was dismissed upon motion to dismiss (of Petitioner, Pro Se) and for lack of sufficient evidence on 01/27/2016. As a result, Petitioner cause for civil action.

Numerous times, in various ways, within pretrial motions to dismiss with merit, Petitioner has raised point headed as follows: DEFENDANT'S RIGHT TO FAIR TRIAL PREJUDICED BY PROTRACTED RESTRAINT OF HIS LIBERTY TO AN AREA.

Present case primarily at issue (15-6705) initiated with a Malicious Arrest on 02/16/2015 in Woodland, CA made solely on information uncorroborated during accuser's dispatch call 7 a false, malicious report. Arrest was made away from scene of incident. Original complaint alleged violations of two charges 647 6(A), Annoy/Molest Child, and PC 7 415(1), Fight/Challenge Fight. Arraignment was scheduled on 05/14/2015 at Respondent Superior Court.

Prior to arraignment aforementioned, Prosecution rejected said case for lack of sufficient evidence 7 (On date, Petitioner arrived, court was still even in a inquiring at clerk of court and the D.A. Office, he learned of rejection by a hand-delivered letter. Letter was addressed to "Judge" without mailing address on served motions.) On 12/07/2015, however, at trial readiness for first case, 15-3628, Judge Maguire opened hearing informing of a new act of prosecution charging violation of PC 7 415(1) with 647 6 dropped for lack of sufficient evidence. The Court immediately expedited this new case initiated to trial as primary emphasis on docket. Maguire set continuances for other (prior) cases per "trailing" procedure. Conspicuously, timing of action was tactical toward Abuse of Legal Process with intent to Overburden Petitioner's Right to Fair Trial.

On 02/17/2016, Petitioner filed Common Law Motion to Dismiss Because of Denial of Right to Speedy Trial, Due Process and Fair Trial in case, 15-6705 arguing, bad-faith delay of nine and one half months, without showing of good cause, from arrest to arraignment, constituted "prosecution of public affairs" denying Fundamental Rights. (Please refer to Appendix ____.) Also, on 02/19/2016 he filed Notice of Motion to Dismiss Because of Denial of Right to Speedy Trial responsive to Prosecution's untimely disclosure of discovery, and in open court, during jury trial date on 02/19/2016. Therein, he addressed "Prosecution of public affairs has caused (another) two months of bad-faith delay" pursuant to PC as 1382 (30-day rule) since case needed continuance until 04/11/2016. Court prejudicially denied both motions on 03/23/2016. (Please refer to Appendix ____.)

On 04/02/2016, Petitioner filed Petition for Writ of Mandate and Request for Stay of Proceedings? After Denial of Common Law Motion to Dismiss Because of Denial of Right to Speedy Trial, Due Process and Fair Trial and Notice of Motion to Dismiss Because of Denial of Right to Speedy Trial Regarding Charge of Violation of CA PC 415(1) arguing points, JUDGE PREJUDICALLY ERR'D BY MALICIOUS IGNORANCE OF PETITIONER'S FULLY MORTUORIOUS ARGUMENT, and DEFENDANT IS PREJUDICED BY RESTRAINT OF LIBERTY TO AN AREA. As result, at trial readiness conference scheduled 04/21/2016, trial was vacated until 06/15/2016 for time in lieu of decision pending upon request for stay. (Prosecutor Fritz Van Der Hoek filed his opposition 05/07/2016? please refer to Appendix ____.) Decision upon is still pending untimely delayed by Appellate Division of Respondent Court. In full-faith effort, Petitioner visited clerk multiple times seeking said decision. Court continually informed Petitioner that said Petition has been sent for scrutiny to such as called an "Attorney Unit" since 05/09/2016 being same date prosecution filed its opposition. Facts provided concerning status raise serious suspicions about ex parte, out-of-court contact with judge.

Actually, proceedings since 06/23/2016 constituted "trial" At continued trial readiness on 06/15/2016, Petitioner, again, requested continuance (with showing of cause and merit) in lieu of inordinate, untimely delay (by Appellate Department) of decisions upon his Petition for Writ of Mandate and Request for Stay therein. In response, Judge Maguire: 1) vacated conference until 06/17/2016, 2) then, ordered parties to file papers? (and by vacated date of 06/17/2016) informing Appellate Department concerning delays as above. Thereby, only less than two days were given for motion practice, per order, with disregard for statutory procedure at issue (reasonable deadlines). On 06/17/2016, prior to hearing, Petitioner (being procedurally overburdened unfairly) filed an ANSWER TO RESPONDENT'S REPLY BRIEF addressing, as order, issue of said delays. (Please refer to Appendix ____.)

At continued hearing on 06/17/2016, Judge Maguire informed of denial of stay and set jury selection to begin 06/23/2016. Court prejudicially denied his motions for mistrial. Petitioner (at least) twice orally moved for mistrial upon above facts, he motioned on same date, in open court (06/17/2016), and then during evidentiary procedure hearing (06/23/2016). Judge reasoned, in part, that he only accepts motions in writing (and during trial argument proceedings).

Post further gross abuses/abuses of discretion occurring between 06/15/2016 and 06/17/2016, trial wrongfully proceeded on 06/23/2016. Several Due Process violations occurred during trial. Just three examples are as follows:

During voir-dire selection on 06/23/2016, Supervisor of Woodland Police Department's Detective Unit was detected in jury box. Said presence of Officer (Agent of Party in Interest) evidenced intent to collude and conspire in acts of tampering and/or unduly coercing the jury 7 evidence of a "fixed" jury.

During fact-finding, prosecution based its case solely upon non-corroborated, unproven accusation of one accuser. Evidence presented (by prosecution) included:

1. Fabricated facts testified by informant as first witness (being incompetent, irrelevant to charge, inconsistent and contradictory and thus challenged by Petitioner's motion to impeach on the record, and during cross-examination) (Black's Law Dictionary 408 4th edition 1991).
2. Electronic audio recording of dispatch call 7 the initial accusation 7 reported by said first witness (which included audible background of Petitioner, from a distance, crying about the false report while departing).
3. Second and last witness, Officer Guthrie of the Woodland Police Department testified that he did not witness incident at scene of complaint while further panel testimony only evidenced that Petitioner had departed scene of incident without Fighting.

Yet, jury reached wrongful verdict of "guilty" and Petitioner was wrongfully convicted of violation of PC as 415.

Furthermore, trial, to this date, is still incomplete. Court is delaying sentencing, hence judgement, egregiously inordinate. Jury decision and verdict on 06/24/2016 has been lost trial decision thus far. Judge, on same date, continued sentencing phase until 06/29/2016. Therefore, under such "Extraordinary Circumstances" (specifically with respect to delayed sentencing and judgement in bad-faith), Petitioner, on 06/30/2016, filed Motion to Vacate Judgement arguing following headed points: CASE IS STILL PENDING UPON INORDINATELY DELAYED DECISION ON PETITIONER'S PETITION FOR WRIT OF MANDATE, and that FAIR TRIAL PREJUDICALLY HARMED BY UNDUE INFLUENCE UPON JURY. (Please refer to Appendix ____.)

On 06/30/2016, at continued sentencing hearing, Maguire (conspicuously) rebuked maliciously against my most recent motion and with malice and intent to preemptively obstruct Post-Trial and succeeding causes for civil actions. On the record, the hearing was completely one-sided 7 obstructive. Petitioner appeared prepared to orally in support and in defense on issues relevant to sentencing by statute. He attempted to raise and then asserted to raise them. Maguire blatantly denied Due Process precluding right to speak. Continually, he interrupted attempts to assert right for hearing on matter. Furthermore, he reversed accused Petitioner overbearingly insisting he not "Interrupt" 7 Maguire also forbade right to state objections during an Unconstitutional, ex parte "presentation" by the District Attorney's Office.

Court acted to unjustly Duress Petitioner to accept settlement offer for a nonstatutory, Unconstitutional alternate to sentencing. Judge opened with prosecution. A Christopher Bulkeley, Deputy District Attorney appeared present 7 not prosecutor on record in the case and during trial (Fritz Van Der Hoek). Bulkeley gave improper prepared presentation endorsing (on record) a newly conceived "program" 7 the "Diversionary Homeless Program" 7 Accordingly, Petitioner would be ordered to concede to Admission of Guilt, progress through stages of a thought-control program, accept "Incompetent to Stand Trial" status and controlled, free housing for indefinite period of time (when I am not even native to this state or county).

Since I rejected said offer stating it to be unconstitutional on the record, Maguire persisted to Maliciously Rebuke with Gross Abuse of Discretion. Bulkeley reiterated intent to Maliciously Raise Doubt about Competence to Stand Trial. Maguire threatened (even Blackmailed) with Prejudice in Sentencing Phase 7 an excessive maximum jail term (upon wrongful conviction while refusing to hear Petitioner on issues at hand for which he came prepared) as ultimatum to offer 7 an alternate to

statutory punishments diverting Post-Trial Due Process. He vindictively revoked Right to Self-Represent during sentencing and appointed Public Defender for counsel in error. Court specified revocation to be "ON THIS CASE ONLY FOR SENTENCING." (Please see Appendix ____.) Judge virtually confirmed, per Pettitioner's inquiry in open court, Pettitioner otherwise remains Pro-Se in all cases. As reasoning, Maguire rationalized malicious prejudice against Pettitioner's aggressive defense as behavior indicating mental incompetence. He argued oversimplily, Pettitioner's rejection of said counsel was believed by himself to be "rational." Further more, Respondent refused to permit objections to Unconstitutional Acts of Forcing a lawyer upon a defendant while fully aware of irreconcilable, Substantial Conflict with same counsel. Court continued sentencing until 07/13/2016. Pettitioner filed Faretta motion on 07/11/2016. (Please see Appendix ____.)

Date for case 13-6705 concurrently with case 14-1219 has been set for 02/16/2017. Meanwhile, continued "hearing" date for case 13-3028 concurrently with 13-3865 has been set, separated from others, for 02/16/2017. Scheduling occurred as result of 2 separate false arrests upon 4 false bench warrants by Woodland Police Department on 11/15/2016 and 1/21/2017.

Pettitioner holds issued warrants constituted gross abuse of discretion and malicious Abuse of Legal Process on following grounds:

1. Although absent in Respondent court on 08/24/2016, Pettitioner was circumstantially unable to appear. He was occupied with procedure of serving Petition for Extraordinary Writ and while indigent, without adequate transportation and distant. 2. Pettitioner requested stay of proceedings within Petition aforesaid. 3. Hearing date on 08/24/2016 was set for multiplicity of matters in all cases simultaneously being continued since 07/27/2016. Colluding public officials exploited anomalous "hearing" procedure to harass Pettitioner with multiplication of warrants and arrests upon single hearing. Pettitioner was, during this time, constantly active in preparing for sentencing and motion practice. Frivolous restraints disrupted his abilities to prepare and practice.

DEFENDANT'S RIGHT TO FAIR TRIAL PREJUDICED BY PROTRACTED RESTRAINT OF HIS LIBERTY TO AN AREA

A total accumulation of four criminal matters have overwhelmingly initiated by the Yolo County District Attorney's Office. Meanwhile, protracted, public officials in these matters is overwhelming upon the Defendant a type of Prosecutorial Harassment that is bordering on Arrest by unjustly depriving Defendant of liberty and, also, life in that his opportunities for employment are disrupted, associations (such as Church affiliations) are severed and impaired into ruinous (with isolation & deep-seated estrangement) by protracted, punitive, procedural siege in a foreign region. Concurrently, impoverished without domicile, Defendant must expend time-consuming effort toward life-sustaining activities while balancing deliberative, exhaustive labor of Criminal Defense (once again & without income), having, by necessity, to self-represent in such circumstances is depleting his resources, imposing impediments to conducive working conditions, retarding his ability to prepare for trial as a Fair Trial issue, inducing anxiety and inflicting distress reasonable to expect by reasonable person's standard.

Furthermore, Defendant is forced by necessity to self-represent (in all but cases) due to severely substantial conflict with counsel being in an unfair conflict with agency of the state. The pivotal case on the federal question concerning definition of standards for determining competence to self-represent, *Indiana v. Edwards*, spawned contributory research and analysis in issue for application in the states. In *The Journal of the American Academy of Psychiatry and the Law* & *Psychiatrists Morris and Freeman* published a clinical study on choice to exercise Right to Self-Represent as a phenomena with analysis toward professional guidelines related to forensic psychiatric practice & simulations of the decision. The Defendant found article annotated in either California Jurisprudence or American Jurisprudence or some similar secondary authority for research under the topic of Competence to Self-represent confronted with in Case numbered 13-0003025 and for his Faretta motion.

Amongst positive reasons for such choice, vindicated by these researchers, include, little trust in the fairness of the legal system when it is reasonable to believe that fiduciary interests of public defenders are compromised since they are employees of the state (Douglas M. Morris, MD, and Richard L. Freeman, MD, *Pro Se Competence in the Aftermath of Indiana v. Edwards*, 36 J Am Acad Psychiatry 561-587 (2000)). Obviously, such determinants would constitute an unfair conflict between a Defendant and Agents of the State necessitating self-representation for any adequate defense (especially if defendant is indigent). Defendant, and rationally by his experience, claims, evidence shows such a condition exists in this case pending (as well as others pending simultaneously) giving rise to a severely substantial conflict because of gross ineffective counsel by public defenders.

According to *Serna*, Right to speedy trial protects criminal defendant against oppressive pretrial incarceration, anxiety, concern and disruption of his everyday life (Serna v Superior Court (1985) 40 Cal 236). Furthermore, this Court reasoned, quoting from *U.S. v Marion*:

"Inordinate delay between arrest, indictment and trial may impair a defendant's ability to present an effective defense. But the major evil protected against by the speedy trial guarantee exists quite apart from actual or possible prejudice to an accused's defense. To legally arrest and detain, the Government must assert probable cause to believe the arrestee has committed a crime. Arrest is a public act that may seriously interfere with a Defendant's liberty, whether he is free on bail or not, and that may disrupt his employment, strain his financial resources, curtail his associations, subject him to (reputation harm), and create anxiety in him, his family and friends." (U.S. v Marion (1971) 404 US 307 as quoted in Serna v Superior Court (1985) 40 Cal 236).

Proceeding on these actions would not serve justice, but only prejudice the Pettitioner in that the delays are causing undue disruption to his life without justifiable cause. At time of arrest, he did not have outstanding warrants, nor a criminal record, indigent, Pettitioner is not resident to the area. He intends to move on and lend to important life matters, yet his liberty to move is restrained by violation of Speedy Trial Rights & without income in proceedings pending for total of over three and one-half years in Respondent Court. Finally, in lieu of above, Pettitioner has already punively suffered in excess of maximum sentences for all cases together in total by said restraints.

POINT IN SUPPORT OF JOINING CLAIMS FOR EXTRAORDINARY RELIEF

Pettitioner's Fair Trial and Due Process Rights have been prejudiced prime-face in each case by anomalous procedures ordered throughout all pendencies together. All prosecutorial actions named herein (cases 13-3028, 13-3865, 14-1219 and 15-6705) are connected together in same scheme effecting accumulated Overburden unfairly constituting Abuse of Legal Process via Retaliatory and Malicious Prosecutorial and Procedural Harassment. They all have been initiated against Pettitioner upon complaints by Real Party in Interest alleging charges. As Gross Abuses of Discretion by Respondent Court, they prove Conspiracy to Commit infractions against Pettitioner's Fundamental Rights amongst Agents of the State in Yolo County colluding.

Pursuant to CA CCP & 1109, petition for Extraordinary Writ initiates a form of civil action and rules of procedure prescribed in CCP & 307, 1062.20 apply. Pursuant to CCP & 427.10, a cross-complaint may join any causes of action he or she has against party making complaint against the same. The purpose of statutory provision for joinder is to permit joinder in one action of several causes arising out of related transactions and involving common issues. The statute should be liberally construed so as to permit joinder whenever possible in furtherance of this purpose (Mize v Anderson (2012) 207 Cal App 4th 826).

For purposes of this Petition for Extraordinary Writ, Pettitioner is same as cross-complaint by definition. He possesses these multiple civil causes of action for relief with merit against same party being Real Party in Interest named herein. Therefore, it is in the interest of justice that this court joinder said cases as causes together and issue its peremptory writ ordering Respondent to dismiss in all cases and terminate all prosecutorial actions aforesaid.

COURT PREJUDICIALLY ERRED IN ORDERING WARRANT FOR ARREST CHARGING CONTEMPT OF COURT

At 1030 on 05/27/2016, post gross denial of process during 1000 clock, presiding judge (Daniel Maguire) overcoarsely ordered warrant for arrest charging vindictively acts of malfeasance by Pettitioner upon Prosecutors request ex parte. Judge presudicially erred in granting order with malice to retaliate by act of vindictive Prosecution in a Conspiracy to Commit Constitutional violations.

On Wednesday 07/20/2016 at 1000, as Defendant self-representing, Pettitioner arrived to appear for hearing upon matters at the Superior Court, Yolo County Department 10. As overburdening, arbitrary procedure, hearing was upon 3 separate matters in 2 separate cases. By noon, Pettitioner was telephonic denied

ling of his petition. (Please refer to DECLARATION IN SUPPORT PURSUANT TO CA RULES OF COURT 8.486(b)(2) IN LIEU OF NON-POSSESSION OF FILE STAMPED HARD COPIES TO APPENDIX attached as pg. 22 of Appendix A.) Respondent Court immediately summarily denied improperly without allowing for the above. Transcripts and case-file record are necessary pursuant to CA Rules of Court 8.486.

Furthermore, Petitioner avers experiencing deprivation of mail delivery by post offices in Yolo County consistent with much evidencing collusion amongst public officials to commit retaliatory misconduct and out of court. Although not able to substantiate evidentiary here now, Petitioner pleads this court to justly factor assertion, its possibility, regarding a conspiracy to commit various harmful violations causing Petitioner, indigent, to be destitute of a reliable, physical mailing address. (Recently prior to respondent judge McGuire's acquisition of position at the bench, he served as non-judge in executive cabinet of Governor Schwarzenegger at the capitol of the state of California and possesses connectives to misappropriate toward such an asserted design.) Therefore, he demands delivery by attachment and transmission, and void of any further procedural requirement (statutory or otherwise) upon Petitioner (as they would obstructive to his presumptive rights at issue) serviced to his email address herein provided which he is able to access even under Extraordinary Circumstances imposed as avered. He desperately needs copies for his records for defense. Wherefore, even if precedential in the interest of justice procedurally, Petitioner hereby moves this court for an order compelling respondent to deliver transcripts and case-file records... [Concluded]

Relevant Diary Records

CANTONITES WHO HAVE CONFLICTED WITH ME

Atty. Frank Forchione: Unhelpful with my valid complaints with Marie as prosecutor. (Currently, judge of Common Pleas)

Atty. Christine Johnson: Convicted of fraud after acting as G.A.S.

Law Director Joseph Maruccio: Externship at Law Dept. He said "If you tell what goes on here, your dead... just kidding" during my interview. I assumed I was kidding.

Atty. George Urban: My law teacher at Brown Mackie. He told to me to put my Bible away in class. He got in my face and yelled about Adam and Eve's freedom was became.

Vice Squad: When I reported about Marie.

Ex-management of American Rescue Workers (the Walkers and Larry Martin): After my stay in late 2004, they were raided for corruption. I spoke of my experiences.

Atty. Morello: He represented Marie.

Marie Brooky: Assaults at the house and evidence from P.I.

Various people I have met at the Y.M.C.A. since I moved in 1999. I did not run in the same food of desperation with drugs and prostitutes and so on. Marie became hostile for this. I did not condone their ways although I treated them with dignity as human beings. They resented it. (Where do they get the drugs from?)

CANTON CHILDREN SERVICES: Per Marie's report, they claimed that I "gave them so much attitude that they had to get the 'manager'". I see the incident differently: I feel I was treated with incredulity and discrimination as a non-custodial father. I was only persistent about my concerns. The predominantly female staff were consistently attitudinal and derogatory. I felt disrespected as a concerned parent.

CANTONITES WHO KNOW ME

Judge Michael Howard: I was active as my own attorney during my Domestic cases. I attracted a lot of attention with my innocent activities at Family Court. During my externship at the Law Dept.

Atty. Jason Reese: I did work for him dealing with landlords. He acknowledges me on the street.

Atty. Kathleen O. Taborsky: I drafted memorandum for her and organized her files.

Judge John Poulos: I observed court room procedure under him during my externship. He acknowledges me on the street.

Create CtlgCdpndncyRgstr =
/FBIComplnts

-> Fling

Federal Bureau of Investigation
Attn: Checkroll Office
1501 Court House
Cleveland, OH 44114



James C. Hester
Rt 1, Indiantown
East Haverhill, Massachusetts 01830
February 4, 2020

Federal Bureau of Investigation
1985 Franklin Ave
Camden, NJ 08104

On 01/01/2020, I reported portions of the attached information via the FBI's online tip form. I selected "Ohio" for region. Limitations of content precluded report as thoroughly intended. Therefore, I am, hereby, corresponding to report full intent in letter by mail.

Sincerely,
James C. Hester
James C. Hester, Rte 1, Indiantown, Ind
East Haverhill, Mass

RECEIVED

On 1/11/2017, I received a letter from the "Columbia County" regarding a missing person. I am a member of the Columbia County Board of Supervisors, which is the governing body of the county. I am sorry that you are in this situation and I will do everything I can to help you. I will be sure to get you the information you need to get you the help you need.

From: [redacted]
To: Me

Subject: [redacted]

I am sorry that you are in this situation. I will be sure to get you the information you need to get you the help you need. I will be sure to get you the information you need to get you the help you need.

From: [redacted]

To: Me

Subject: [redacted]

From: [redacted]

To: Me

I am sorry that you are in this situation. I will be sure to get you the information you need to get you the help you need. I will be sure to get you the information you need to get you the help you need. I will be sure to get you the information you need to get you the help you need.

From: [redacted]

To: Me

Subject: [redacted]

From: [redacted]

I am sorry that you are in this situation. I will be sure to get you the information you need to get you the help you need. I will be sure to get you the information you need to get you the help you need. I will be sure to get you the information you need to get you the help you need.

From: [redacted]

To: Me

Subject: [redacted]

From: [redacted]

I am sorry that you are in this situation. I will be sure to get you the information you need to get you the help you need. I will be sure to get you the information you need to get you the help you need. I will be sure to get you the information you need to get you the help you need.

From: [redacted]

To: Me

Subject: [redacted]

From: [redacted]

I am sorry that you are in this situation. I will be sure to get you the information you need to get you the help you need. I will be sure to get you the information you need to get you the help you need. I will be sure to get you the information you need to get you the help you need.

From: [redacted]

To: Me

Subject: [redacted]

From: [redacted]

I am sorry that you are in this situation. I will be sure to get you the information you need to get you the help you need. I will be sure to get you the information you need to get you the help you need. I will be sure to get you the information you need to get you the help you need.

From: [redacted]

To: Me

Subject: [redacted]

From: [redacted]

I am sorry that you are in this situation. I will be sure to get you the information you need to get you the help you need. I will be sure to get you the information you need to get you the help you need. I will be sure to get you the information you need to get you the help you need.

From: [redacted]

To: Me

Subject: [redacted]

From: [redacted]

...I have been a DECLARATION of SUPPORT SUBMITTAL TO LA RAZA DE JUSTITIA... I am sorry to hear of the death of the defendant's mother... I am sorry to hear of the death of the defendant's mother...

...I am sorry to hear of the death of the defendant's mother... I am sorry to hear of the death of the defendant's mother... I am sorry to hear of the death of the defendant's mother...

Defendant's Record

CRIMINAL RECORD, CONTACTED BY FAX

Mr. Frank Cardenas - Contacted with my wife compatible with there is possible. Currently judge of Criminal Court.

Mr. Domingo Sanchez - Contacted with my wife compatible with there is possible.

Mr. Jose Lopez - Contacted with my wife compatible with there is possible. He said "I am not sure if you are here, you are not" - just kidding! During my interview I mentioned he was not.

Mr. George Lopez - He was in the street market. He said he was in the street market. He said he was in the street market. He said he was in the street market.

Mr. David Lopez - He was in the street market.

Mr. David Lopez - He was in the street market. He said he was in the street market. He said he was in the street market. He said he was in the street market.

Mr. David Lopez - He was in the street market.

Mr. David Lopez - He was in the street market. He said he was in the street market. He said he was in the street market. He said he was in the street market.

Mr. David Lopez - He was in the street market.

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Mr. David Lopez - He was in the street market.

Mr. David Lopez - He was in the street market.

Mr. David Lopez - He was in the street market. He said he was in the street market. He said he was in the street market. He said he was in the street market.

[Handwritten note: I am sorry to hear of the death of the defendant's mother... I am sorry to hear of the death of the defendant's mother... I am sorry to hear of the death of the defendant's mother...]

DECLARATION OF SUPPORT SUBMITTAL TO LA RAZA DE JUSTITIA... I am sorry to hear of the death of the defendant's mother... I am sorry to hear of the death of the defendant's mother...

I, Jesus C. Lopez, Defendant, in Criminal Court, declare under penalty of perjury, on information and belief, that the defendant, Jesus C. Lopez, is a member of the LA RAZA DE JUSTITIA... I am sorry to hear of the death of the defendant's mother... I am sorry to hear of the death of the defendant's mother...

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| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | |

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Thu 5 Mar 2020
TRANSACTION DATE

Subject to these terms and conditions, the EFTS itself issues a "Warrant" (the "Warrant") which entitles the parent to sue the customer (the "Warrant" or "Warrant"). The parent is the sole provider of the Warrant.

By its act, except for the following, the Curator has accepted the loan of the items described in the accompanying list. The Curator's acceptance is subject to the following conditions:

1. The items are to be used for the purposes stated in the accompanying list.
2. The items are to be stored in the Curator's collection.
3. The items are to be displayed in the Curator's collection.
4. The items are to be maintained in the Curator's collection.
5. The items are to be protected from damage.
6. The items are to be protected from theft.
7. The items are to be protected from loss.
8. The items are to be protected from destruction.
9. The items are to be protected from deterioration.
10. The items are to be protected from contamination.
11. The items are to be protected from pollution.
12. The items are to be protected from noise.
13. The items are to be protected from vibration.
14. The items are to be protected from light.
15. The items are to be protected from heat.
16. The items are to be protected from cold.
17. The items are to be protected from humidity.
18. The items are to be protected from air pollution.
19. The items are to be protected from water damage.
20. The items are to be protected from fire.
21. The items are to be protected from explosion.
22. The items are to be protected from radiation.
23. The items are to be protected from magnetic fields.
24. The items are to be protected from electric fields.
25. The items are to be protected from electromagnetic interference.
26. The items are to be protected from static electricity.
27. The items are to be protected from lightning.
28. The items are to be protected from earthquakes.
29. The items are to be protected from floods.
30. The items are to be protected from hurricanes.
31. The items are to be protected from tornadoes.
32. The items are to be protected from tsunamis.
33. The items are to be protected from volcanic eruptions.
34. The items are to be protected from nuclear accidents.
35. The items are to be protected from chemical accidents.
36. The items are to be protected from biological accidents.
37. The items are to be protected from environmental accidents.
38. The items are to be protected from natural disasters.
39. The items are to be protected from human-made disasters.
40. The items are to be protected from all other disasters.

The Curator's acceptance is subject to the following conditions:

1. The items are to be used for the purposes stated in the accompanying list.
2. The items are to be stored in the Curator's collection.
3. The items are to be displayed in the Curator's collection.
4. The items are to be maintained in the Curator's collection.
5. The items are to be protected from damage.
6. The items are to be protected from theft.
7. The items are to be protected from loss.
8. The items are to be protected from destruction.
9. The items are to be protected from deterioration.
10. The items are to be protected from contamination.
11. The items are to be protected from pollution.
12. The items are to be protected from noise.
13. The items are to be protected from vibration.
14. The items are to be protected from light.
15. The items are to be protected from heat.
16. The items are to be protected from cold.
17. The items are to be protected from humidity.
18. The items are to be protected from air pollution.
19. The items are to be protected from water damage.
20. The items are to be protected from fire.
21. The items are to be protected from explosion.
22. The items are to be protected from radiation.
23. The items are to be protected from magnetic fields.
24. The items are to be protected from electric fields.
25. The items are to be protected from electromagnetic interference.
26. The items are to be protected from static electricity.
27. The items are to be protected from lightning.
28. The items are to be protected from earthquakes.
29. The items are to be protected from floods.
30. The items are to be protected from hurricanes.
31. The items are to be protected from tornadoes.
32. The items are to be protected from tsunamis.
33. The items are to be protected from volcanic eruptions.
34. The items are to be protected from nuclear accidents.
35. The items are to be protected from chemical accidents.
36. The items are to be protected from biological accidents.
37. The items are to be protected from environmental accidents.
38. The items are to be protected from natural disasters.
39. The items are to be protected from human-made disasters.
40. The items are to be protected from all other disasters.

We do not transfer Your personal data. The Online Transfers Your personal notice to the UPS Yield Terms and Conditions of Service ("UPS Terms") is effect on the date of shipment, which are available at www.ups.com/terms. The carrier's Terms and Conditions are hereby the carrier's rights, responsibilities, and limitations of liability with respect to the transportation of Your parcel(s) and are hereby incorporated in full into this agreement. The UPS Terms contain a **MANDATORY BINDING ARBITRATION CLAIM AND CLASS ACTION WAIVER**, which apply to any controversy or claim, whether at law or equity, arising out of or in connection with the UPS Terms, including but not limited to the UPS Terms, and any dispute or claim that may be filed in courts of limited jurisdiction such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdiction over civil disputes.

We are Your agent for receiving and forwarding Your proceeds to the Carrier. We are not the Carrier's agent. You agree that We will be deemed the assignor of Your proceeds with the Carrier and that You are not the assignor under the Carrier's Terms and Conditions. You disavow any or assign directly against the Carrier. Any rights You may have to receive damages or other compensation with respect to the transportation of Your parcel(s) (including for loss, damage, or the Carrier's failure to timely deliver) are limited to those rights described in the Carrier's Terms and Conditions or in the FID. You agree that We, as the assignor of Your parcel(s), are solely entitled to any damages or adjustments to the charges that We pay the Carrier for transporting Your parcel(s).

Example as expressly set forth in this PMS: We assume no liability for the delivery of Your portfolio or for loss or damage to any assets in the portfolio or those contents that occur after We transfer Your portfolio to the Carrier. The Carrier's direct may deliver Your portfolio without a signature unless You request a signature on delivery, and you are responsible charge. You agree that the Carrier is not liable for loss or damage occurring after delivery of Your portfolio). You also agree to all terms and conditions in this PMS, including all terms and conditions related to Your participation in the optional Optional Value Program.

Any statement by Us regarding a probable date and (if applicable) time of delivery is only an estimate and is not warranted in any manner. We are not liable for any consequential, indirect, special, incidental or punitive damages, or any loss or damage resulting from delays in shipping or delivery. Our responsibility for damage to items caused by improper packing by Us is limited to any applicable Declared Value Program or other carrier's terms of service and, for which, You have proof and applicable charge.

Limitations of Liability and Exclusions. Our liability and the Carrier's liability for loss or damage to Your property is strictly limited to the amounts set forth in this P&H and the Carrier's Terms and Conditions (in the event of conflict, the Carrier's Terms and Conditions govern the Carrier's liability for losses/damage). Liability for loss or damage is limited to Your actual damages up to \$100 per parcel, whichever is less, unless You declare a higher value and pay the applicable charge for a higher authorized value (under the Declared Value Program). We and the Carrier are not liable or responsible for items of unusual value, precious metals, negotiable instruments, or items prohibited from shipment, or for which the Carrier's liability is excluded, under the Carrier's Terms and Conditions. Additional terms and conditions governing loss or damage claims can be found in the Carrier's Terms and Conditions.

Declared Value Program. UPS offers a declared value program providing declared value limits for loss or damage, subject to terms and conditions (including monetary limits) ("Declared Value Program"). The declared value product will be available only if You have complied with all terms and conditions of the applicable Declared Value Program. We warrant the cost of this product. If You elect to participate in the Declared Value Program and You pay no applicable charge, We will declare value for Your eligible goods through the Carrier. You expressly acknowledge that the value of each parcel does not exceed the amount You declared in the Program and You pay no applicable charge. We will declare value for Your eligible goods through the Carrier. You expressly acknowledge that the value of each parcel does not exceed \$100 and pay no additional charge for a parcel containing items of greater value than \$100. If You do not declare a Value, You agree that the value of each parcel does not exceed \$100. If You do not declare a value above \$100 and pay no additional charge for a parcel containing items of greater value than \$100, You will not be entitled to receive more than \$100 for loss or damage to the items in that parcel. The Carrier's terms and conditions, including monetary limits, for the Declared Value Program are located at the Carrier's Terms and Conditions.

Claims Filed Through Us. If You or the copyright holder has a claim for loss or damages to Your personal under the Graduate Value Programs, You agree to make the claim through Us. If You make such claim through Us, We will submit a claim to the Carrier on the behalf of the parents, and We will credit to You any recovery on the claim paid to Us by the Carrier for Your parent(s). You represent and agree that We have no liability if any claim is denied or paid solely in part by the Carrier or other third-party insurer. In the event You make a Claimed Service Request (CSR) against a CSP, You agree to provide to CSP (and thereby authorize Us to provide to CSP) Your name and address to be used by CSP to process the request.

Eligible Claims under the Declared Value Program. Any and all claims under any Declared Value Program must be in writing and received by Us within the Carrier's required time frame as set forth in the Carrier's Terms and Conditions. Claims not made within the prescribed time frame are waived and will not be paid. For all damage claims, the original packaging materials must be made available to the Carrier's inspection prior to receipt of the claim. Claims for loss or damage must be supported by the shipping documents, including but not limited to the P&O and a copy of the shipment receipt, and proof of the value of the lost or damaged items. For any merchandise of value over \$100.

Eligible 2-PL Commercial Service Refund (CSR) request: If CSR is the Carrier for Time period(s) of Time before any parcel is eligible for a refund under the UPS Service Guarantee as set forth in the UPS Terms. The most recent 14 is the location the shipped the previous return 11 calendar days of the time of scheduled delivery. If 1 is the last contact 14 within the prescribed time frame, not claim to a refund under the UPS Service Guarantee is required and will not be paid.

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By signing below, You acknowledge that (a) You warrant the integrity of information for each period; (b) You warrant the Disclosure Value for each period; (c) You have read and understood the terms and conditions described above in their entirety; (d) You agree to be bound by all such terms and conditions, and to be in signing, the UPS constitutes binding and enforceable obligations of You; (e) UPS will not be liable for any loss or damage, including but not limited to, consequential damages, arising out of or relating to provision of service by UPS or its affiliates; and (f) You agree to indemnify UPS for any loss or damage, including but not limited to, consequential damages, arising out of or relating to provision of service by UPS or its affiliates.

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